

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-13-64464

HUD# 07-13-0673-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

WATERBURY PROPERTY MANAGEMENT, LLC

7607 Council St. N.E.

Cedar Rapids, Iowa 52402-1064

BRETT WATERBURY

7607 Council St. N.E.

Cedar Rapids, Iowa 52402-1064

COMPLAINANT

TRACY L. EISON

1036 11th St. N.E.

Cedar Rapids, Iowa 52402-3815

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent Brett Waterbury discriminated against her by subjecting her to sexual harassment. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, an apartment building, located at 7607 Council St. N.E. Cedar Rapids, Iowa 52402-1064.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

Disclosure

6. This Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13."

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed per this Agreement, to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

Relief for Complainant

9. Respondents agree to pay Complainant the sum of Five Thousand Five Hundred Dollars (\$5,500.00), less no deductions. Respondents agree to send the check to Complainant no later than 14 days after the date on the Commission's Closure Letter. Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, no later than 14 days after the date of the Commission's Closure Letter.

Waterbury Property Management, LLC, RESPONDENT

Date

Brett Waterbury, RESPONDENT

Date

Tracy L. Eison, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION